

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

Civil Division

MERRIE TURNER,
P.O. Box 3589
Washington, D.C. 20007,
Plaintiff,

v.

THE 58TH PRESIDENTIAL INAUGURAL
COMMITTEE,
Defendant.

Serve:
National Corporate Resources, Ltd.
1025 Vermont Ave, NW, Suite 1130
Washington, D.C. 20005

Case No. 2017 CA 000124 B

COMPLAINT
TORTIOUS INTERFERENCE WITH CONTRACT

COMES NOW the Plaintiff, by Counsel Michael G. Hoehn, Esquire, and for her

Complaint states:

1. At all times hereinafter mentioned, the Defendant, the 58th Presidential Inaugural Committee (hereinafter "PIC"), is a Virginia non-stock corporation authorized to do business in the District of Columbia.

2. On September 9, 2016, the Plaintiff, Merrie Turner, doing business as The Presidential Inaugural Prayer Breakfast (hereinafter "Turner"), entered into a contract with the Trump International Hotel in Washington, D.C. (hereinafter "Trump Hotel") whereby Trump Hotel was to lease the Presidential Ballroom to Turner on the morning of January 20, 2017, the day of the 58th presidential inauguration, to hold a prayer breakfast for leaders from America and around the world. In return, Turner agreed to pay Trump Hotel to lease the Presidential Ballroom. See Exhibit A, attached hereto and incorporated by reference.

3. Pursuant to the abovementioned contract, Turner paid Trump Hotel all amounts that were due and owing.

4. Sometime during the month of December, 2016, PIC became aware that Turner had leased the Presidential Ballroom of the Trump Hotel on the day of the presidential inauguration. PIC, by and through its agent, servant and employee, Rick Gates, informed Turner that the Prayer Breakfast was not an officially sanctioned inaugural event. Turner asked PIC to recognize the Prayer Breakfast as an officially sanctioned inaugural event. To date, PIC has not responded to Turner's request.

5. Sometime prior to December 28, 2016, PIC contacted the Trump Hotel and instructed it to terminate the contract it had with Turner.

6. On December 28, 2016, the Trump Hotel terminated the contract had with Turner without good cause. Trump Hotel has thereby breached the contract it had with Turner. See Exhibit B, attached hereto and incorporated by reference.

7. PIC, by and through its agents, servants and employees, intentionally induced the Trump Hotel to breach its contract with Turner and, in doing so, acted with legal malice aforethought. PIC has thereby tortiously interfered with the contract between Turner and the Trump Hotel.

8. As a direct and proximate result of PIC's tortious interference with contract, Turner has suffered severe financial damages. Numerous guests have canceled their reservations, Turner has been forced to incur additional expenses in an attempt to move the Prayer Breakfast to another location and, since Trump Hotel has breached the contract, no further guests have made reservations. Turner has thereby been damaged financially in an amount that has yet to be determined. In addition, Turner has great suffered embarrassment and a loss of credibility for her ministry and standing in the Christian community in America and other countries around the world. As a consequence, Turner suffered, suffers and will, in the future, suffer from severe emotional anguish.

WHEREFORE, based upon the foregoing, the Plaintiff prays for judgment against Defendant in the amount of One million dollars (\$1,000,000.00), costs and such other and further relief as this Honorable Court deems proper.

JURY DEMAND

THE PLAINTIFF REQUESTS TRIAL BY JURY.

Respectfully submitted,

/s/
Michael G. Hoehn (DC Bar #478591)
1455 Pennsylvania Avenue, NW, Suite 400
Washington, DC 20004
(202) 460-3290
mikehoehn@gmail.com
Counsel for Plaintiff

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September 8, 2016

Merrie Turner
Presidential Inaugural Prayer Breakfast
PO Box 7718
Henrico, VA 23231

Dear Ms. Turner:

On behalf of all of us at Trump International Hotel, we want to thank you for selecting us to host your event beginning on Friday, January 20, 2017. We realize that choosing our hotel for your function was an important decision and we are glad to have earned your trust in providing a high level of service to make your event in Washington a success.

A checklist was created especially for you to note important dates on your calendar:

*Contract Due:	September 8, 2016
*Food & Beverage & Meeting Final Arrangements:	Two (2) weeks prior to the event
*Final Guarantees for Food & Beverage and Balance Due:	Three (3) business days prior to the event

The arrangements in the contract will become definite upon receipt of the signed contract, which is due no later than September 8, 2016. Should we not receive a signed contract by the date indicated, all function space held will be released for general sale. In the event another organization approaches us requesting function space on the dates outlined in this agreement, you will have forty eight (48) hours to commit on a definite basis. Should you then choose not to sign the contract, the function space will be released.

We appreciate the opportunity to serve you.

Sincerely,

David Anderson

1 Initials _____

"A"

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Catering Sales Contract

Event Name: Presidential Inaugural Prayer Breakfast 2017

Contact Name: Merrie Turner
Presidential Inaugural Prayer Breakfast

Address: PO Box 7718
Henrico, VA 23231

Telephone: 804-971-0414

Email: merriewturner@gmail.com

Hotel Catering Contact: David Anderson

Telephone: 202-868-5030

Email: david.anderson@trumphotels.com

Date Contracted: September 8, 2016

Function Date: Friday, January 20, 2017

Presidential Inaugural Prayer Breakfast ("Client") and the Trump Old Post Office LLC dba Trump Hotel Washington, D.C., agree that the Hotel will provide the accommodations and services described in this contract according to the function arrangements, terms and conditions set forth in this contract for the Presidential Inaugural Prayer Breakfast 2017 ("Group"). All rates and charges are in US Dollars.

FUNCTION AND CATERING ARRANGEMENTS

Function Space

Please review the Table of Events carefully. Function space will be provided at the times and places listed below. If there are any revisions or additions to this agenda, please advise us as soon as possible in order to secure the appropriate space for the function. If additional space is required, applicable additional room rental and/or food & beverage minimum revenues may apply. The Hotel reserves the right to change the function room assignment and the Client will be notified of such change with sufficient notice and time to communicate to attendees.

Please note that space is not reserved on a 24 hour basis unless otherwise noted on the Table of Events.

Table of Events

Date	Start Time	End Time	Meeting Name	Function Room	Setup	Guest Count	Room Rental
01/20/17	8:00 AM	11:00 AM	Breakfast	Presidential Ballroom	Rounds of 10	900	\$5,000.00

Applicable room rental charge is at the time of the event, and applicable tax is applied to all room rental charges. The tax rate is subject to change by law. Currently, room rental is not taxable.

Catering, Food and Beverage

The Hotel agrees to provide catering, food and beverage services for the events designated in the Table of Events above. For purposes of this Contract, we require a Food and Beverage minimum revenue of \$39,000.00. The Food and Beverage Minimum does not include tax and service charge, nor charges

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incurred in room service, the private dining room, outlets, service fees, administrative fees, labor charges, audio visual, parking or any other miscellaneous charges incurred. This is considered a firm commitment. Agreed menus and prices shall be included in a separate Banquet Event Order no later than fourteen (14) days prior to the Event. Menus shall be those in effect for the date of the Event.

The following charges may be applicable:

Coat Check Attendant (<i>1 per 200 guests</i>)	\$200 per Attendant
Event Valet Parking (<i>hosted or individual responsibility</i>)	\$26 per vehicle

For all catered food and beverage functions, final attendance must be definitely specified at least three (3) business days in advance, by 12:00 PM EST. Final charges will be figured accordingly. If the Hotel Group Events office is not advised by this time, the estimated figure in the Table of Events above will automatically become the guarantee. Client agrees to guarantee the minimum number as stated in this contract regardless of the number in attendance. Client will also be responsible for payment of additional guests served over and above the minimum guarantee. Shall the Group's expected number of guests be reduced, the Hotel may advise the Group if additional alternatives in food and beverage that will bring the Group to the agreed upon minimum revenue for its functions.

If the food and beverage minimum is not met, the difference between the actual and the contracted food and beverage minimum will be charged to the Client's Master Account. The Hotel cannot guarantee to serve more than five percent (5%) over the final guaranteed number of attendees.

A Banquet Event Charge of twenty-four percent (24%) of the check and all applicable state and local taxes in effect at the time of the Event will be added to the check. The 24% Banquet Event Charge includes a 16% service charge and an 8% Administrative Fee. The Service Charge is distributed in its entirety to service employees and event support staff. The Administrative Fee is used to offset overhead costs incurred by the hotel for the event.

No Food or Beverage of any kind may be brought into the Hotel by the Client or its attendees or vendors without written permission of the Hotel.

Signs and Posters

In order to maintain the integrity and aesthetic quality of the Hotel, nothing shall be posted, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture without prior written consent of the Hotel. No signs or posters shall be displayed in the Hotel without prior inspection and written approval of the Hotel. The Client shall be responsible for any damage caused by violation of this provision.

The Hotel may post the name of the Event or a description of the Event's function in the Hotel, unless notified in writing by the Client that it does not wish the information posted.

Shipping and Receiving

Advanced delivery of materials, equipment, or packages will be accepted no more than two (2) days prior to the Function. All deliveries must be coordinated with the assigned catering or conference services manager prior to the function date to ensure acceptance of the shipped items. A fee of \$10.00 per box, per

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day will be assessed to the Group Master Account for all deliveries received more than five (5) days prior to the Function. The fee per pallet is \$300. Such items are subject to maximum weight, number of articles and storage restrictions. Each box shipped must have the on-site contact name, event name, company name and arrival date recorded on the outside of the box. All return items must be properly packed and labeled, and shipping paid for by the Group. The Hotel will not assume liability for loss or damage to items shipped to or from the Hotel by the Group.

Audio-Visual

Audio-visual services are available through the Hotel's in-house provider (PSAV Presentation Services). Such services shall be arranged by the Client with the AV Provider and shall be reflected in a written agreement between the Client and the AV Provider. All such services shall be billed through the Hotel. If the Client proposes to use an audio-visual provider other than our in-house AV Provider, we request that you allow our in-house AV provider to submit a competitive bid for your business. If another AV Provider is selected such proposal shall be made in writing by providing a copy of the proposed contract with the other provider to help in the planning process of your function. The Hotel reserves the right to require appropriate indemnity, insurance or other related provisions to protect the Hotel and its guests. The Hotel also reserves the right to require payment of any reasonable costs associated with allowing the other provider access to the premises or use of Hotel telecommunications or other utility facilities. The PSAV Presentation Services team of professionals works as an extension of our Hotel's operations staff to ensure a seamless and successful program for your Organization's event. Should Group consider bringing in an outside audiovisual company or outside audio visual equipment, a maintenance fee of twenty (20%) percent of the equipment rental prices for similar equipment available from Hotel's on-site audio visual provider, PSAV Presentation Services, will be charged. This fee covers the costs of the Hotel's on-site audio visual technicians to be on property to maintain the Hotel systems, as well as for emergency support.

TERMS AND CONDITIONS

Method of Payment

Deposit Schedule

An initial deposit of thirty five percent (35%) of the total food & beverage revenue and room rental is due upon signing of this agreement. Additional deposits are to be made as follows:

Deposit Schedule

Date Due	Description	Amount Due
September 8, 2016	Initial Deposit	\$1,500.00
October 14, 2016	Second Deposit	\$5,000.00
November 15, 2016	Third Deposit	\$6,000.00
December 15, 2016	Fourth Deposit	\$22,848.00
January 12, 2017	Fifth Deposit	\$22,848.00
January 17, 2017	Final Deposit	TBD

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Payments may be paid by cash, check, credit card, cashier's/certified, or wire transfer. Personal checks will be accepted a minimum of (3) weeks prior to payment due date. At the Hotel's discretion, in the event a prepayment is not made when due, the Hotel may release the space being held for the program and receive the applicable cancellation fee from the Client. A credit card must be kept on file regardless of method of payment; a credit card authorization form has been included following this contract.

RESPONSIBILITY FOR CHARGES

Catering

All scheduled food and beverage and miscellaneous function charges will be posted to the Group's Master Account. Client agrees to pre-pay food and beverage and function charges. A pre-payment schedule of deposits has been established above. A Credit Card Authorization Form will need to be returned prior to the day of the event. Payments will be processed by Hotel per the above schedule on dates shown. The final estimated payment will include an additional amount equal to one-third of the initial deposit, held back for any items added or additional persons the day of the event. Upon final bill reconciliation, Hotel will charge any remaining balance due and forward receipt with detailed invoice following Client's event. Any remaining unused deposits will be refunded upon final reconciliation. Group will raise any disputed charge(s) within seven (7) days after receipt of the invoice. The Hotel will work with Client in resolving any such disputed charges, the refund of which will be processed upon mutual satisfaction of final reconciliation.

Any balances remaining due to the Hotel after (30) days of receipt of invoice will incur a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

CANCELLATION/TERMINATION/DAMAGES

Cancellation by Either Party for Cause (Including Force Majeure)

Upon the occurrence of any event making it illegal or impossible for either party to perform its obligations under this Agreement as scheduled, either party may terminate this Agreement upon written notice to the other, sent within five (5) days after the occurrence (or receiving notice of the occurrence), specifying the occurrence and the basis upon which the terminating party believes it renders the contract impossible or illegal to perform, and at least 60% of the attendees are unable to attend. The events include, but are not limited to: acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, widespread curtailment of transportation facilities, or any other similar emergency beyond the parties' control. In the event of a termination pursuant to this provision, neither party shall be liable to the other for damages nor shall the Hotel refund any deposits or prepayments.

Cancellation by the Hotel with Cause

Upon the occurrence of any of the following events, the Hotel may terminate the contract on written notice without further obligation and receive damages equal to the Cancellation Fee described below: if the Hotel determines that the Group has made a material misrepresentation of the nature and purpose of the proposed use of the Hotel, and such actual use is not approved by the Hotel; if the Hotel has reasonable concern about the ability or intention of the Group to perform the contract due to insolvency, bankruptcy, transfer of assets, change of ownership or management, failure to make payments when due to the Hotel or perform other contracts with the Hotel or its affiliated hotels, or other similar circumstances, and the Group fails to provide the Hotel adequate assurance that it intends to perform.

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Cancellation by the Group

After the contract is entered into, the Group may cancel the meeting at any time without cause upon written notice to the Hotel and payment of a Cancellation Fee, as liquidated damages for the cancellation. For purposes of this provision, cancellation of any one or more aspects of the Function (guest accommodations, meeting rooms, food and beverage) will, at the Hotel's discretion, be treated as a cancellation of the entire Function. The parties agree that the Cancellation Fee is intended to compensate the Hotel for the reasonable value of the lost revenue from guest rooms, function space and food and beverage reserved for the Group pursuant to the contract. Cancellation Fees shall be calculated as a percentage of the Anticipated Hotel Revenue, depending on the date of cancellation. Taxes and fees required by law shall be added to the Cancellation Fee. Anticipated Hotel Revenue is defined as the Room Night Commitment, as adjusted, multiplied by the group room rate by room type, plus the minimum guaranteed amount of food and beverage revenue, plus the room rental revenue for function space. The applicable Cancellation Fee shall be determined as follows:

Number of Days Prior to the Scheduled Commencement Date of the Event	Cancellation Fee	Fee:
Contract Signing-366 days	15% of Anticipated Hotel Revenue (Food & Beverage Minimum and Room Rental)	\$6,600.00
121-365 days	25% of Anticipated Hotel Revenue (Food & Beverage Minimum and Room Rental)	\$11,000.00
91-120 days	50% of Anticipated Hotel Revenue (Food & Beverage Minimum and Room Rental)	\$22,000.00
31-90 days	75% of Anticipated Hotel Revenue (Food & Beverage Minimum and Room Rental)	\$33,000.00
0-30 days	100% of Anticipated Hotel Revenue (Food & Beverage Minimum and Room Rental)	\$44,000.00

The Cancellation Fee shall be payable by the Group with the written notice of cancellation.

Damages

Group shall be liable for any and all damage to the Premises caused by Group, its invitees, or third-party vendors.

Americans with Disabilities Act

Both the Group and the Hotel shall be responsible for compliance with applicable public accommodation requirements of the Americans with Disabilities Act and the regulations there under, as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may reasonably be requested by the Group for use in guest rooms and public areas of the Hotel, provided that the Group gives reasonable advance written notice to the Hotel of such needs. The Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the Group, other than those types and quantities typically maintained by the Hotel.

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Compliance with Other Laws

The Hotel acknowledges responsibility for compliance during the Function with all local, state, and federal fire, safety, building, and other codes and regulations applicable to its operation, as well as with laws and regulations regarding service of alcoholic beverages. The Hotel maintains procedures and policies concerning fire safety and other safety issues and the Hotel shall make all such procedures and policies available to the Group for inspection upon reasonable notice. Both the Group and the Hotel are responsible for complying with other laws applicable to the Function, including but not limited to the rules, regulations or requests of the U.S. Department of Homeland Security.

GENERAL PROVISIONS

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflicts of law provisions thereof.

Dispute Resolution/Attorney Fees

Any controversy, claim or dispute arising out of or relating to this Agreement shall, at the option of Hotel, be settled in New York by arbitration in accordance with the rules of the American Arbitration Association, or through an action brought in any court of competent jurisdiction in New York State for trial and determination by such court sitting without a jury. By your execution of this Agreement you hereby consent to the jurisdiction of a court of competent jurisdiction in New York State and to service of process outside the state in New York State pursuant to the applicable requirements of such court in any matter so submitted to it and you expressly waive the right to a trial by jury. Further, any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State of New York having jurisdiction thereof.

Limitation of Liability

Under no circumstances shall Hotel or any of its affiliates, or any of their respective officers, directors, employees, principals or members be liable for special, consequential, punitive or exemplary damages. Further, all such party's total liability under this agreement shall be limited to the amount of fees actually paid by Group under this Agreement. In the event that any proceeding, including arbitration, mediation, or litigation is commenced by Group relating to this Agreement, Group shall pay the Hotel's costs resulting from the litigation, including reasonable attorneys' fees.

Severability

If any provisions of this Agreement, as applied to either party or to any circumstances, shall be adjudged by a court or arbitrator to be void or unenforceable, such judgment shall not affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement. If the scope of any restriction contained herein is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law, and Hotel and the Group hereby consent and agree that such scope may be judicially modified to the extent strictly necessary in any proceeding brought to enforce such restriction.

Indemnification

Group shall indemnify and hold Hotel and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from and against any and all claims for personal

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injury, property damage, loss, liability or claim of liability, expenses (including attorneys' fees and costs), fines and penalties caused by: (a) any breach of this Agreement by Group, its agents, employees or representatives, and/or (b) any act, error or omission by Group, its agents, employees or representatives. This indemnification provision shall survive the termination or expiration of the Agreement.

Insurance

The Hotel and the Client shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

Notices

Any notices given under this contract shall be in writing and may be sent by email or fax or overnight delivery to the persons signing the contract. Notices shall be effective when received, as shown on a fax confirmation or an overnight delivery confirmation.

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Entire Agreement/Signatures

This Agreement supersedes any and all other agreements, whether written, oral, or implied, between the parties hereto with respect to the subject matter hereof and contains all of the representations, covenants, and agreements between the parties with respect to the subject matter hereof. No change or waiver of the terms, covenants and provisions of this Agreement shall be valid except if in writing and signed by the Group and Hotel.

ACCEPTED ON BEHALF OF THE GROUP:

By: Merrie W. Turner Date: 9/9/16

Name: Merrie Turner
Title: President
Company: Presidential Inaugural Prayer Breakfast
Address: PO Box 7718
Henrico, VA 23231
Telephone #: 804-971-0414

ACCEPTED ON BEHALF OF THE HOTEL:

By: [Signature] Date: 9/9/16

Name: David Anderson
Title: Director of Catering
Company: Trump International Hotel, Washington, D.C.
Address: The Old Post Office Building
1100 Pennsylvania Avenue, NW
Washington, DC 20004
Telephone #: 202-868-5030
Email: david.anderson@trumphotels.com

ACCEPTED BY THE DIRECTOR OF SALES & MARKETING:

By: [Signature] Date: 9/16/16

Name: Patricia Tang
Title: Director of Sales and Marketing
Company: Trump International Hotel, Washington, D.C.
Address: The Old Post Office Building
1100 Pennsylvania Avenue, NW
Washington, DC 20004
Telephone #: 202-320-8711
Email: Ptang@trumphotels.com

TRUMP® INTERNATIONAL HOTEL

WASHINGTON, D.C.

December 28, 2016

Ms. Merrie Turner
Presidential Inaugural Prayer Breakfast
PO Box 7718
Henrico VA 23231

Dear Ms. Turner,

Thank you again for meeting with us to review the Prayer Breakfast contracted for January 20, 2017.

The circumstances surrounding the hotel from when you confirmed the booking in September 2016 until now have changed dramatically. As a result, we are enacting the force majeure clause in your agreement as there have been widely circulated reports of expected civil unrest over the Inauguration Week.

The following steps are being taken to make this a smooth transition:

- We will offer you several other venues, suitable to hold the 900 people.
- Any printing costs that you have incurred for programs, invitations, etc. that have the Trump Hotel information on it will be reprinted at no cost to you.
- All deposits will be returned immediately.
- All pertinent communication regarding your event, i.e. diagrams, etc. will be shared with the new venue

Ms. Turner, we sincerely apologize and regret that we cannot move forward with the Prayer Breakfast. As promised, we have made a formal request to the Inauguration Committee to please consider making the Breakfast "an official Presidential Inauguration" event.

We appreciate your understanding of the situation and willingness to work with us in securing an alternative location.

Thank you.



Patricia Tang
Director of Sales & Marketing



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

MERRIE TURNER

Vs.

C.A. No. 2017 CA 000124 B

THE 58TH PRESIDENTIAL INAUGURAL COMMITTEE

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("SCR Civ") 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than six business days before the scheduling conference date. No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each Judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Robert E. Morin

Case Assigned to: Judge JOHN M CAMPBELL

Date: January 10, 2017

Initial Conference: 9:30 am, Friday, April 14, 2017

Location: Courtroom 519

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

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ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Clerk's Office. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Robert E. Morin